



Department of
Job and Family Services

John R. Kasich, Governor
Cynthia C. Dungey, Director

JUN 08 2018

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Dear Applicant:

The Ohio Department of Job and Family Services (ODJFS) re-releases this Request for Grant Application (RFGA) for the purpose of assisting eligible unaffiliated food banks and food pantries with the cost of implementing or improving their food distribution programs. Awards are designed to support eligible unaffiliated food banks and food pantries in the administration of their food distribution programs that serve individuals who are at or below 200% of the Federal Poverty Level. For the purposes of this RFGA and subsequent agreements, unaffiliated means the organization may not receive food or other support from the Ohio Association of Foodbanks (OAF), have an agreement with OAF for any services, receive funding, or provide payments to OAF.

ODJFS will award funds to one (1) food bank and a minimum of five (5) food pantries who hold 501(c)(3) status and have entered into an agreement with the State of Ohio pursuant to 7 Code of Federal Regulations (CFR), Section 251.2(c) for the receipt of commodities or administrative funds, or have received commodities or administrative funds under an agreement with an eligible recipient agency which has signed a similar agreement with the State of Ohio.

ODJFS will also award funds to a minimum of three (3) food pantries that hold 501(c)(3) status but do not have agreements with the State of Ohio for receipt of commodities or administration, nor receive commodities or administrative funds under an agreement with an eligible recipient agency who has entered into a similar agreement with the State of Ohio, but whose primary source of food for distribution is received by donations from either private entities or eligible recipient agencies. ODJFS reserves the right to award fewer or more awards based on the number of qualified applicants and/or amounts requested.

If your organization is interested in submitting a response for this important project, please obtain the RFGA through the ODJFS website at <http://www.ifs.ohio.gov/rfp/>. If you experience any problems accessing this document or opening the above referenced ODJFS URL, please contact the Office of Contracts and Acquisitions at (614) 728-5693.

In order to be considered for a possible award, responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RFGA. Thank you for your attention to this request.

Sincerely,

Jay Easterling
Deputy Director
Contracts and Acquisitions

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

An Equal Opportunity Employer and Service Provider

**UNAFFILIATED FOOD BANKS
REQUEST FOR GRANT APPLICATIONS**

RFGA # JFSR1819178145R

**Issued By:
The Ohio Department of Job and Family Services**

**REQUEST FOR GRANT APPLICATIONS (RFGA):
UNAFFILIATED FOOD BANKS
RFGA #: JFSR1819178145R**

TABLE OF CONTENTS:

SECTION I.	<u>GENERAL PURPOSE & APPLICANT INFORMATION</u>	
1.1	Purpose	1
1.2	Issuing Office	2
1.3	Background	2
1.4	Overview of the Project	2
1.5	Objectives of the Project	2
1.6	Project Limitation	2
SECTION II.	<u>PROCUREMENT PROCESS INFORMATION</u>	
2.1	Anticipated Procurement Timetable	2
2.2	Internet Q & A Period; RFGA Clarification Opportunity	3
2.3	Communications Prohibition	4
2.4	Timeframes and Funding Available	5
SECTION III.	<u>APPLICANT EXPERIENCE AND QUALIFICATIONS</u>	
3.1	Mandatory Qualifications	6
3.2	Applicant Experience and Capabilities	7
3.3	Staff Experience and Capabilities	7
SECTION IV.	<u>TECHNICAL WORK PLAN & PROJECT OUTCOMES</u>	
4.1	Scope of Project Work	8
4.2	Target Population	8
4.3	Narrative Description of Proposed Project, or the Proposed Work Plan	9
4.4	Project Outcomes and Measures	9
SECTION V.	<u>CONDITIONS AND OTHER REQUIREMENTS</u>	
5.1	Interview	9
5.2	Start Work Date	9
5.3	Application Costs	10
5.4	Trade Secrets Prohibition; Public Information Disclaimer	10
5.5	Grant Agreement Requirements	10
5.6	Subgrantee(s)	11
5.7	Public Release of Records	11
5.8	Confidentiality	11
5.9	Key Personnel	11
5.10	Ethical and Conflict of Interest Requirements	11
5.11	Health Insurance Portability & Accountability Act (HIPAA) Requirements	12
SECTION VI.	<u>APPLICATION FORMAT & SUBMISSION</u>	

6.1	Application Submission	12
6.2	Format for Submission of the Application	13
SECTION VII.	<u>CRITERIA FOR APPLICATION EVALUATION & SELECTION</u>	
7.1	Scoring of Applications	15
	A. Phase I. Review – Initial Qualifying Criteria	15
	B. Phase II. Review – Criteria for Scoring the Technical Application	15
	C. Phase III. Review – Criteria for Considering the Proposed Budget	16
7.2	Final Selection	17
SECTION VIII.	<u>PROTEST PROCEDURE</u>	
8.1	Protests	17
8.2	Caveats	18
SECTION IX.	<u>ATTACHMENTS AND THEIR USES</u>	
A.	Required Applicant Information and Certifications	18
B.	ODJFS Model Grant Agreement	18
C.	Technical Proposal Score Sheet	18
D.	Project Budget Form	18

**REQUEST FOR GRANT APPLICATION (RFGA):
Unaffiliated Food Banks**

RFGA #: JFSR1819178145R

SECTION I. GENERAL PURPOSE & APPLICANT INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) re-releases this Request for Grant Application (RFGA) for the purpose of assisting qualified food banks and food pantries with the cost of implementing or improving their current food distribution program. Funds are designed to support eligible food banks and food pantries in the administration of their food distribution program that serves individuals who are at or below 200% of the Federal Poverty Level.

ODJFS will award a maximum of \$150,000 to one (1) food bank and no more than \$100,000 each up to nine (9) qualified food pantries who hold 501(c)(3) status and have entered into an agreement with the State of Ohio pursuant to 7 CFR, Section 251.2(c) for the receipt of commodities or administrative funds, or receives commodities or administrative funds under an agreement with another eligible recipient agency which has signed such an agreement with the State of Ohio.

ODJFS will also award no more than \$100,000 each to qualified food pantries that hold 501(c)(3) status but do not have agreements with the State of Ohio for receipt of commodities or administration nor receive commodities or administrative funds under an agreement with another eligible recipient agency who has signed such an agreement with the State agency, and who does not receive funds or foods from an Ohio Association of Foodbanks (OAF)-affiliated entity. Examples of entities that could qualify are churches, community centers and other non-profit organizations. ODJFS reserves the right to award fewer or more awards, with lower or higher award amounts based on the number of qualified applicants and/or amounts requested.

For the purposes of this RFGA, eligible food banks and pantries and eligible recipient agency are defined as:

- A. A public charitable institution, or a private charitable institution who possesses documentation from the Internal Revenue Service (IRS) recognizing tax-exempt status under the Internal Revenue Code (IRC), or is automatically tax exempt as "organized or operated exclusively for religious purposes" under the IRC;
- B. An agency who is not a penal institution (this exclusion also applies to correctional institutions which conduct rehabilitation programs);
- C. An agency who currently provides food assistance to needy persons; and
- D. A food bank or food pantry not affiliated with the OAF.

These funds are made available through H.B. 49, Section 307.45, Unaffiliated Food Banks. Food banks or pantries applying for these funds may NOT be affiliated with the OAF. For the purposes of this RFGA and subsequent agreements, unaffiliated means the agency may not receive food or other support from OAF, have an agreement with OAF for any services, or receive funding or provide payments to OAF.

All food banks and food pantries will be required to submit proof that they have assigned a food distribution manager who oversees the storage and distribution of food, and who has had training in food safety practices to be eligible.

These funds will be awarded under Temporary Assistance to Needy Families (TANF) Purpose 1, which requires participants to be at or below 200% of the Federal Poverty Level and a parent of a minor child age 17 or younger, or 18 and in high school or a non-custodial parent of a minor child or pregnant. Selected applicants will be required to collect eligibility data from program participants. Costs associated with the items listed in the grantees approved budget will be allocated according to the percentage of TANF eligible participants served by the applicant during the service period.

1.2 Issuing Office

The Ohio Department of Job and Family Services (ODJFS) is re-issuing this RFGA, and awarded applicants will be selected and monitored by the Office of Family Assistance.

1.3 Background

The State of Ohio is dedicated to serving Ohioans who find themselves in need of additional help meeting their nutritional needs during temporary or crisis situations. Food banks and food pantries fill an important role in local communities when families face periods of food insecurity. This grant will be funded by Ohio’s 132nd General Assembly through Amendment Substitute House Bill 49.

1.4 Overview of the Project

ODJFS is seeking to assist qualified food banks or food pantries with the cost of implementing their current food distribution program by increasing or improving services low income families experiencing food insecurity in their communities. Funds can be used for the improvement of health and safety standards, the hiring of additional staff, the purchase of required food storage equipment that is less than \$5,000 for proper food storage, provide needed or required training so that staff and/or volunteers can better serve their community, or to purchase food so that agencies can increase their distribution to low income families.

ODJFS may, at its option, make selections based in part on geographical and demographic criteria in order to provide a wide range of services around the state, and in both urban and rural areas. Applicants are encouraged to prepare and submit applications and budgets which are both practicable and capable of creating significant improvements in the areas of access and quality for families in their counties.

1.5 Objectives of the Project

The objective of this project is to better serve Ohio’s low-income communities by increasing access and availability of safe food for their families. Funding is being provided to supplement, not supplant, existing services with the expectation that the awardee will provide to provide new or expanded services, and /or expand geographical access to services. ODJFS is looking to assist qualified food banks and food pantries with the cost of implementing or improving their current food distribution program. **ODJFS will select one (1) food bank (who meets all mandatory qualifications) and up to nine (9) qualified food pantries for this award.**

1.6 Project Limitations

Capital improvement projects are prohibited for this grant. Equipment costs are limited to \$4,999 per unit cost or less and are subject to review and pre-approval by the ODJFS grant manager. The total amount of equipment must not exceed twenty (20) percent of the funds requested. For more information on equipment, applicants may refer to 2 CFR 200.439. 2 CFR 200.452 outlines the rules for maintenance and repair costs.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
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6/8/2018	ODJFS Releases RFGA to Applicants on DAS/ODJFS Websites; Q & A Period Opens - RFGA becomes active; applicants may submit inquiries for RFGA clarification
6/29/2018	Applicant Q & A Period Closes, 8 a.m. - No further inquiries for RFGA clarification will be accepted
7/19/2018	Deadline for Applicants to Submit Applications to ODJFS (3 p.m.) - Applicant opening date, beginning the ODJFS process of proposal review Late Applications will not be accepted. There will be no exceptions made.
7/30/18	ODJFS Issues Grant Award Notification Letter (estimated) - Applicants that submitted applications in response to this RFGA will be sent letters stating whether their application was accepted for award of the grant
Start Date 8/6/18	Implementation* (estimated, following notification of all contractual and funding approvals) - ODJFS agreements are not valid and effective until the state Office of Budget Management approves the purchase order.
06/30/2019	Project Completion - All work must be completed and approved by ODJFS Contract Manager
Renewals	None

ODJFS reserves the right to revise this schedule in the best interest of ODJFS and/or to comply with the State of Ohio procurement procedures and regulations after providing reasonable notice.

*According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS agreements are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (P.O.). The selected applicant may neither perform work nor submit an invoice for payment for work performed for this project for any time prior to the P.O. approval date. The ODJFS Agreement Manager will notify the selected applicant when the requirements of ORC Section 126.07 have been met.

2.2 Internet Q & A Period; RFGA Clarification Opportunity

Applicants may ask clarifying questions regarding this RFGA via the Internet during the Q & A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, applicants must use the following Internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov>;**
- * **Select “Doing Business with ODJFS” from the bottom of the page;**
- * **Select “RFP’s” from the left side column;**
- * **Select RFP Number JFSR1819178145R from the list of competitive opportunities;**
- * **Follow the link to the dedicated web page;**
- * **Select “Submit Inquiry” near the bottom of the web page;**
- * **Follow instructions there for submitting questions; or, to view posted questions and answers;**

*** Select “View Q and A” near the bottom of the web page.**

Questions regarding this RFGA must reference the relevant section of this document, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the applicant (or other party), the organization’s name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFGA provision or location within the RFGA, or which do not include identification of the originator of the question. Questions submitted after 8:00 a.m. on the date the Q & A period closes will not be answered.

ODJFS’ responses to all questions asked via the Internet will be posted on the web page dedicated to this RFGA for public reference by any party. ODJFS will not provide answers directly to the applicant or any party that submitted the question.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions that may be submitted. ODJFS’ answers may be accessed by following the instructions above, but rather than selecting “Submit Inquiry,” applicants and others should select “View Q and A.” ODJFS strongly encourages applicants to ask questions early in the Q & A period so that answers can be posted with sufficient time for any possible follow-up questions.

Applications submitted in response to this RFGA are to take into account any information communicated by ODJFS in the Q & A process for the RFGA. It is the responsibility of all applicants to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RFGA. ODJFS is not responsible for the accuracy of any information regarding this RFGA that was obtained or gathered through a source different from the Q & A process described in this RFGA.

Requests for copies of any previous solicitations (RFGAs, RLBs, RFPs, etc.) or for past applicants, score sheets or grant agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. ODJFS will only answer those questions submitted which pertain to issues of RFGA clarity, and which are not requests for public records. ODJFS is under no obligation to acknowledge questions submitted through the Q & A process if those questions are not in accordance with these instructions.

Should applicants experience technical difficulties accessing the ODJFS website where the RFGA and its related documents are published, they may contact the ODJFS Office of Contracts and Acquisitions (OCA), RFP/RLB Unit, at (614) 728-5693 for guidance.

2.3 Communications Prohibition

From the issuance date of this RFGA, until an actual grant is awarded, there may not be communications concerning the RFGA between any applicant which expects to submit an application and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFGA or the selection of the grantee.

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section 2.2, Internet Q & A Period;
- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any grantee which could submit an application in response to this RFGA;
- C. As part of an interview necessary for ODJFS to make a final selection;

D. If it becomes necessary to revise any part of this RFGA, revisions will be sent in writing to all applicants on the original mailing list for the RFGA, as well as anyone participating in the clarification process conducted pursuant to Section 2.2, Internet Q & A Period; and

E. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services:

Requests from applicants for copies of previous RFGAs, past applications, score sheets or grant agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. PRRs, submitted in accordance with directions provided in this Section 2.3, Communications Prohibition, will be honored. The posted timeframes for ODJFS responses to Internet questions for RFGA clarification do not apply to PRRs. The PRR must comply with the following guidelines:

1. The PRR may be filed by a grantee or other party and must be submitted in writing via mail, e-mail or fax and shall contain the following information:
 - a. The name, organization (if applicable), address, telephone, e-mail address and fax number of the requester;
 - b. The specific name and/or number of the past RFGA, application or grant agreement being requested;
2. All requests must be filed at the following location:

Chief Legal Counsel
Office of Legal Services
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215

Any attempts at prohibited communications by applicants may result in the disqualification of those applicants' applications.

2.4 Timeframes and Funding Availability

ODJFS is seeking to enter into an agreement with a maximum of one (1) foodbank and up to nine (9) food pantries commencing upon notification of all grant and funding approvals and ending June 30, 2019. Funds will be available during the second year of the 132nd General Assembly. The award will be for State Fiscal Year 2019 (SFY19).

The actual dollar amounts awarded to selected applications will be based on the amount of state and federal funding made available to ODJFS, and the number of grant applications which are both qualified and selected for award. Applications are qualified if they are in accordance with the application submission requirements, and earn at least the minimum score requirements for quality and completeness of applications, as specified in this RFGA. Scoring and final selections will be completed by an Application Review Team (ART) selected by ODJFS. To make its final selection of applications which will receive awards and to determine the size of those awards, ODJFS may, at its option, take into consideration application quality, reasonableness and appropriateness of the proposed budget, geographic diversity, rural and urban mix, local collaborations and funding available.

ODJFS may, at its option, make selections based in part on geographical and demographic criteria in order to provide a wide range of services around the state, and in both urban and rural areas. Grant applicants are encouraged to prepare

and submit applications and budgets which are both practicable and capable of creating significant improvements in the areas of access and food distribution for families in their counties.

Applicants are to be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised Project Budget if the Project Budgets of all technically qualifying applicants are in excess of the available funding for this project. Please refer to Section 7.1 C. of this RFGA for further information on ODJFS procedures to be implemented if this occurs.

If funds are not adequately utilized by any grantee(s) over the life of the project/agreement, ODJFS reserves the right to reduce an award, and at its discretion to increase the size of the award made to a more effective grantee.

SECTION III. APPLICANT EXPERIENCE AND QUALIFICATIONS

3.1 Mandatory Qualifications

In order to be considered for the award expected to result from this RFGA, ODJFS requires that interested vendors **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. The applicant must be a public charitable institution, or a private charitable institution who possesses documentation from the IRS recognizing tax-exempt status under the IRC, or automatically tax exempt as “organized or operated exclusively for religious purposes” under the IRC; (501(c)(3));
- B. The applicant must not be a penal institution (this exclusion also applies to correctional institutions which conduct rehabilitation programs);
- C. The applicant must state whether they are a food bank or a food pantry;
- D. The applicant must be a food bank or food pantry that is NOT affiliated with the OAF. The applicant must provide assurance that they are not affiliated with OAF in any way. For the purposes of this RFGA and subsequent agreement, unaffiliated means the agency may not receive food or other support from the OAF, have an agreement with OAF for any services, or receive funding or provide payments to OAF;
- E. If the applicant has an agreement with the State of Ohio or an agreement with another agency that has an agreement with the State of Ohio, the applicant must show proof that they are an existing and operating food bank or food pantry that has been in existence for at least two (2) years;
- F. If the applicant is not currently affiliated with a foodbank that has an agreement with State of Ohio, the applicant must show proof that they are an existing and operating food bank or food pantry that has been in existence for two (2) years;
- G. The applicant must show proof that they currently provide food assistance to needy persons and that they have experience in collecting income and or program eligibility information;
- H. The applicant must assign a food distribution manager who will oversee the storage and distribution of food and who has completed food safety training within the last five (5) years;
- I. The applicant must show proof that they have adequate space and are able to keep food safe from spoilage, rodents and insects; and

- J. The applicant must agree to ensure that persons served with these grant funds meet the following TANF requirements:
1. Income is at or below 200% Federal Poverty Level; and
 2. Parent of a minor child age 17 or younger, or 18 and in high school; or
 3. A non-custodial parent of a minor child; or
 4. Pregnant.

Applications which do not meet all of the above qualifications will be disqualified from further consideration.

3.2 Applicant Experience and Capabilities

Applications are to address, at minimum, the degree to which the applicant meets the following qualifications and demonstrate the following credentials:

- A. A detailed description of the applicant's qualifications and history of the applicant organization, as well as any relevant and current accreditations, standards and/or certifications that the applicant possesses;
- B. A narrative that defines how the applicant's organizational structure supports a project of this size and scope;
- C. A description of the size of your organization and the demand for food distribution services within the applicants community ;
- D. The applicant must provide proof that they are able to keep all purchased and donated food secure so that it is only given out to eligible applicants; and
- E. The applicant must provide proof that they are open to the community and have accessible hours for distribution.

3.3 Staff Experience and Capabilities

Applicants must demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and resumes. The applicant must, at minimum

- A. Provide an organizational chart of key staff, including all subgrantees and community partners, volunteers, their relevant work experience, and the duties they will perform in this project;
- B. Identify, by position and name, those staff considered key to the project's success;
- C. Identify a food storage and distribution manager that has at least two (2) years of experience in food storage and distribution and has completed food safety training. The relevant experience and training must have occurred in the last five (5) years; and
- D. The Identified food storage and distribution manager must be in a lead position on this project to oversee the storage and distribution of food.

NOTE: It is the affirmative responsibility of the applicant submitting an application to remove all personal confidential information (such as home addresses and social security numbers) of applicant staff and/or of any subgrantee and subgrantee staff from resumes or any other part of the proposal package. Following submission to ODJFS, all proposals submitted will become part of the public record.

SECTION IV. TECHNICAL WORK PLAN & PROJECT OUTCOMES**4.1 Scope of Project Work**

Applicants are to view the scope of work that will be required of the selected grantee(s) as their underlying frame work for the applicant's response. Responses will be evaluated by ODJFS on how well and how fully their responses indicate how they will perform the work and on how effectively and efficiently the proposed approach meets the project's objectives and serves ODJFS' needs. The applicant should not simply restate the requirements in their application but elaborate on their responses. The selected grantee(s) will be responsible for the work described below:

- A. Applicants should identify food insecurity issues within their community and the reason they are applying for the funding;
- B. Applicants will be required to outline how they plan to improve the food insecurity issues affecting their community by the use of these funds;
- C. The applicant will be responsible for coordinating and implementing their plan that will result in the applicant's completion of a comprehensive assessment;
- D. The applicant must thoroughly identify in their work plan how they will perform the purchase, storage and distribution of food so that more low-income families will be served. The applicant must provide the total number of families currently served, an estimate of the total number of families projected to be served utilizing the grant funds and the projected increase of number of families to be served and/or the projected percentage increase of number of families to be served with these grant funds;
- E. In addition to agreeing to serve more families, the applicant must perform and identify in their work plan how they will perform at least one (1) of the following activities:
 1. Improve health and safety standards and conditions within the applicant's food bank or food pantry; (i.e., Train staff and/or volunteers in food safety or other ways to improve the agency's current food distribution program; or
 2. Add additional food distribution locations within the applicant's geographical area.
- F. Describe how eligibility requirements will be verified including the information collected to determine and ensure eligibility.
- G. Describe how many people are served in your food bank or food pantry monthly or yearly;
- H. Identify all sources of food and funds used to purchase food that is distributed by your agency (i.e. local foodbank, private donations, charities, etc.); and
- I. Identify the service area that you serve along with the hours of availability.

4.2 Target Population

The target population for this subgrant are Ohio citizens who are at or below 200% of the Federal Poverty level and a parent of a minor child age 17 or younger, or 18 and in high school, a non-custodial parent of a minor child or are currently pregnant. The applicant shall estimate and submit the minimum number of individuals they will serve in SFY 2019.

4.3 Narrative Description of Proposed Project or Proposed Work Plan

Grant applicants are to include, at minimum, the following narrative structures and technical approach for the proposed work plan. The applicant should not simply restate the requirements but elaborate on their proposed approach. The applicant shall:

- A. State the key objectives of the proposed project. Discuss how the objectives for the proposed project are appropriate for meeting the needs of the specified community population, and discuss how those needs were determined. Applicants should identify issues within their community that resulted in applying for this funding. Discuss how the proposed project objectives are aligned with the stated ODJFS program goals and outline how they plan to improve the issues affecting their community with this funding;
- B. Provide a technical approach and work plan to be implemented. This includes a proposed timeline for the project; A detailed description of the applicant's food distribution process, including how food is received, stored, and distributed;
- C. Provide a detailed description of how the applicant will be able to continue improvement after the grant period;
- D. Provide a description of how the success or effectiveness of the project will be measured and assessed. Include any metrics or other population characteristics that could be used to evaluate how and to what degree project objectives are being met and/or to determine the project's effectiveness;
- E. Provide a current organizational chart (including any subgrantees) and specify the key management and administrative personnel who will be assigned to this project; and provide a detailed description of how the applicant recruits and manages staff and volunteers; and
- F. Describe the equipment the applicant intends to purchase, which is limited to \$4,999 or less per unit cost, as well as how the applicant will ensure that the total amount of equipment does not exceed twenty (20) percent of the funds requested.

4.4 Project Outcomes and Measures

Applications must include a description of the project goals and outcomes to be achieved; a detailed methodology for measuring progress; benchmarks that provide an indication of standards to be achieved; a methodology for tracking progress achievements and/or shortfalls and a methodology for analyzing and correcting project errors, etc.

SECTION V. CONDITIONS AND OTHER REQUIREMENTS

5.1 Interview

Applicants may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from the Office of Family Assistance. ODJFS reserves the right to select responding applicants for interviews and may not interview all applicants. The grant applicant shall bear all costs of any scheduled interview.

5.2 Start Work Date

The selected grantee(s) must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected grantee(s) will be notified by the ODJFS

Grant Manager when work may begin. Any work begun by the grantee prior to this notification will not be reimbursable by ODJFS.

5.3 Application Costs

Costs incurred in the preparation of this application are to be borne by the applicant; ODJFS will not contribute in any way to the costs of the preparation.

5.4 Trade Secrets Prohibition; Public Information Disclaimer

Applicants are prohibited from including any trade secret information as defined in ORC 1333.61 in their applications in response to any ODJFS solicitation. ODJFS shall consider all applications voluntarily submitted in response to any ODJFS RFGA to be free of trade secrets and such applications shall, in their entirety, be made a part of the public record, pursuant to ORC 149.43.

Any applications submitted in response to this solicitation which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

All applications and any other documents submitted to ODJFS in response to any solicitation shall become the property of ODJFS. This RFGA and, after the selection of an applicant for award, any applications received in response to a solicitation that have been opened, reviewed and considered by ODJFS are deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term "application" shall mean both the Technical Application and the Project Budget submitted by an applicant, and if opened, any attachments, addenda, appendices, or sample products.

5.5 Grant Agreement Requirements

- A. Any grant agreement resulting from the issuance of this RFGA is subject to the terms and conditions as provided in the model grant agreement, which is included as Attachment B. of this RFGA;
- B. Many of the terms and conditions contained in the model grant agreement (Attachment B.) are required by state and federal law; however, the applicant may propose changes to the grant agreement by annotating the model. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the grant agreement are contingent upon the availability of state and federal funds;
- D. All aspects of the grant apply equally to work performed by any and all sub-grantees;
- E. The grantee, and any subgrantee(s), will not use or disclose any information made available to them for any purpose other than to fulfill the duties specified in the RFGA. The grantee, and any subgrantee(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the grant agreement, and may result in legal action;
- F. As a condition of receiving a grant agreement from ODJFS, the grantee, and any subgrantee(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The grantee, and any subgrantee(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the grantee or employees of the grantee meet child support obligations established under state law;

- G. The grantee, and any subgrantee(s) that the grantee deems appropriate, agree to be monitored by ODJFS staff on an annual or as needed basis;
- H. By signing a grant agreement with ODJFS, a grantee agrees that all necessary insurance is in effect; and
- I. Each grantee must agree to collect, maintain and report specific data on each component of their project as requested by ODJFS. Each grantee must also agree to participate in any data collection or evaluation required by ODJFS.

5.6 Subgrantee(s)

Any grantee proposing to use a subgrantee(s) for any part of the work described in this RFGA, must clearly identify the subgrantee(s), if known in advance, in their application. The application must include a subgrantee agreement from the proposed subgrantee(s) (see Attachment B.), signed by a person authorized to legally bind the subgrantee(s), indicating the following:

- A. The subgrantee(s) legal status, federal tax ID number, and principle place of a business address;
- B. The name, phone number, e-mail address, and fax number of a person who is authorized to legally bind the subgrantee(s);
- C. A complete description of the work the subgrantee will do, financial term(s) and a timeframe of agreement;
- D. A commitment to do the work, if the applicant is selected; and
- E. A statement that the subgrantee(s) has read and understands the RFGA, the submitted application, the nature of the work, and the requirements of the RFGA.

5.7 Public Release of Records

Public release of any evaluation or monitoring reports funded under this grant agreement will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a 30-day period for review and comment.

5.8 Confidentiality

All grant agreements will require that the grantee(s) maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

5.9 Key Personnel

ODJFS may require a clause in the resulting grant agreement regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS.

ODJFS must be informed in writing, if the Grant Manager or key personnel changes over the course of the project.

5.10 Ethical and Conflict of Interest Requirements

- A. No grantee or individual, company or organization seeking a grant agreement shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No grantee or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any grantee acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any grantee or applicant that violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the agreement or refusal by ODJFS to enter into a grant agreement; and
- D. ODJFS employees and grantees who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

5.11 Health Insurance Portability & Accountability Act (HIPAA) Requirements

As a condition of receiving a contract from ODJFS, the grantee, and any subgrantee(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the grantee from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto. The selected applicant can reasonably anticipate HIPAA language in the contract that results from this RFGA.

In the event of a material breach of contractor obligations under this section, ODJFS may at its option terminate the contract according to provisions within the contract for termination.

SECTION VI. APPLICATION FORMAT & SUBMISSION

6.1 Application Submission

The application must be prepared and submitted in accordance with instructions found in this section. One (1) signed original and four (4) copies of the Technical Application must be received by ODJFS, OCA no later than **3:00 p.m., EST on July 19, 2018**. Applications received after this date and time will not be reviewed. Material mailed or submitted separately from the application packet will not be accepted or added to the application by staff of ODJFS. Faxed applications will not be accepted. Applications must be addressed to:

Office of Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, OH 43215

For hand delivery on the due date, applicants must allow sufficient time for traffic incidents, downtown parking considerations, and for security procedures in the lobby of the Rhodes Office Tower and again on the 31st Floor. All applications will be accepted at the ODJFS Bid Room which is managed by OCA.

All submissions must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be included in previous submissions nor be considered. No confirmations of mailed applications received will be sent.

All applications and any other documents submitted to ODJFS in response to any solicitation shall become the property of ODJFS. The term "application" shall mean both the Technical Application and the Project Budget, if opened, submitted by the applicant (either as required by ODJFS or sent at the applicant's discretion), and any attachments, addenda, appendices, resumes, letters of recommendation, or sample products.

Applicants are required to submit one (1) additional copy of their complete technical application, including any required or voluntary attachments, and one (1) additional copy of the Project Budget, including any required or voluntary attachments, each on a separate CD-ROM, in non-rewriteable CD format. The requested CDs would be used for storage/archiving purposes only and not for purposes of application evaluation. Compliance with this request is a mandatory requirement for all ODJFS RFGAs for grant awards, as the agency lessens its dependence upon paper records.

6.2 Format for Submission of the Application

To be accepted and forwarded to the RFGA Application Review Team (ART) for scoring, an application must include Item A. (Technical Application) as described in this section. The Technical Application must contain all the information specified and requested for each of the components listed below. Additionally, the application must meet the requirements of this section to be accepted.

The applicant's Technical Application must contain the following components (organized in 5 primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFGA section number/letter must be provided as an appendix to the application and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information and/or materials that were not required in the RFGA. Applicants must limit their Technical Application (excluding Tab 1 and Tab 5) to 50 pages. All pages shall be sequentially numbered.

Applicants must organize their application in the following order:

Tab 1 Required Applicant Information and Certifications Document

Attachment A., Section I. – Required Applicant Information & Certifications Document. In this section, the applicant is required to provide required information and certifications of eligibility for state awards, as described in Attachment A., Section I. to this RFGA. Applicants may, at their discretion, either print Attachment A., Section I., complete and sign it, and return it as the content of their proposal Tab 1; or they may provide all the required information and certifications (each fully re-stated from Attachment A.) on their own letterhead, properly signed, and include that replication in their proposal Tab 1. Applicants who fail to provide all information and certifications as described in Attachment A. Section I. in their proposal Tab 1 will be disqualified.

Attachment A., Section II. – Standard Affirmation and Disclosure Form, Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every applicant seeking to do business with ODJFS. This must be submitted as part of the response to solicitation. Failure by any applicant to complete, sign, and return the Standard Affirmation and Disclosure Form with its application will result in rejection of the application as being non-responsive and disqualified from further consideration.

The signed originals of the above referenced forms (Attachment A., Sections I. and II.) are to be provided in the applicant's original proposal. Photocopies of the completed and signed forms must also be provided with each of the required copies.

Tab 2 Applicant Experience Qualifications

- Sub-Tab 2a.** Mandatory Qualifications (As defined in Section 3.1)
- Sub-Tab 2b.** Applicant Experience and Capabilities (As defined in Section 3.2)
- Sub-Tab 2c.** Staff Experience and Capabilities (As defined in Section 3.3)

Tab 3 Technical Work Plan & Project Outcomes

- Sub-Tab 3a.** Narrative Description of the Proposed Project (As defined in Section 4.3)
- Sub-Tab 3b.** Project Outcomes and Measures (As defined in Section 4.4)

Tab 4 Budget

Tab 5 Examples, other

A. Technical Application

The applicant's Technical Application must contain the following components, at minimum. It is mandatory that applications be organized in the following order, and that, wherever appropriate, sections/portions of the application make reference by section number/letter to those RFGA requirements to which they correspond.

1. Applicant Qualifications (Tab 2)

a. Mandatory Qualifications (**Sub-Tab 2a.**)

The applicant must include information to demonstrate how the applicant meets the mandatory qualifications as described in Section 3.1, of this RFGA.

b. Applicant Experience and Qualifications (**Sub-Tab 2b.**)

The applicant must address all the minimum qualifications and fully describe the applicant's experience and qualifications, including background information on applicant's organization and prior experience that demonstrate successful experience in similar projects. The description should include historical and current data on the applicant's size, organizational structure, and whether the lead collaborator is local, regional, or national in scope;

c. Staff Experience and Capabilities (**Sub-Tab 2c.**)

The applicant's response must identify by position and name, the staff who will be key to the project's success. Responses must demonstrate that these staff members have the appropriate educational background, skills, and/or experience to fulfill those roles as described in Section 3.3, of this RFGA.

2. Technical Work Plan & Project Outcomes (Tab 3)

a. Narrative Description of the Proposed Project

Applicant must provide a narrative description of their proposed project as described in Section 4.2, of this RFGA.

b. Project Outcomes and Measures

Applications must include a description of the project goals and outcomes to be achieved as described in Section 4.3, of the RFGA.

4. Budget (Tab 4)

The Project Budget must include a State Fiscal Year Budget summary sheet. The total of all deliverables should be included on this sheet and be distributed by SFY.

5. Examples, other (Tab 5) – Other voluntarily submitted attachments, if any, as deemed appropriate by applicant.

B. Applicant Disqualifiers for Application Errors:

The Technical Application is defined as any part of the application as required by the ODJFS.

1. Any trade secret or proprietary information (as defined in Section 5.3 of this RFGA) found anywhere in an application shall result in immediate disqualification.

SECTION VII. CRITERIA FOR APPLICATION EVALUATION & SELECTION

7.1 Scoring of Applications

ODJFS will contract with a grantee(s) that best demonstrates the ability to meet requirements as specified in this RFGA. Applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical Application and Project Budget. All applications will be reviewed and scored by the ART, comprised of staff from ODJFS, Office of Family Assistance. ART members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the application review and grantee selection process. Final selection of the grantee(s) will be based upon the criteria specified in Sections III, IV, and VI of this RFGA. Any applications not meeting the requirements contained in Sections III, IV and VI of this RFGA will not be scored or may be held pending receipt of required clarifications. The ART reserves the right to reject any and all applications, in whole or in part, received in response to this request. The ART may waive minor defects that are not material when no prejudice will result to the rights of any applicant or to the public. In scoring the applications, ODJFS will score in three phases:

A. Phase I. Review — Initial Qualifying Criteria:

In order to be fully reviewed and scored, applications submitted must pass the Phase I. Review. Any “no” for the listed Phase I. criteria will eliminate an application from further consideration.

B. Phase II. Review — Criteria for Scoring the Technical Application:

The ART will then collectively score those qualifying Technical Applications, not eliminated in Phase I. Review, by assessing how well the applicant meets the requirements as specified in Sections III, IV, and V of this RFGA. Using the score sheet for Phase II scoring (Attachment C.), the ART will read, review, discuss and reach consensus on the final technical score for each qualifying Technical Application.

A maximum of **440** points will be awarded for the Technical Application. A Technical Application must achieve a total of at least **342** points out of the possible **440** points to qualify for consideration. Any application which does not meet the minimum required technical application points will be disqualified from any further consideration.

All Phase II technical application evaluation criteria will be scored according to the following scale, based on a proposed plan's ability to meet the objectives outlined in this RFGA. The Technical Application Score Sheet (Attachment C.) uses the following point values for rating each requirement:

0	6	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”-a particular RFGA requirement was not addressed in the application, **Score: 0**

“Partially Meets Requirement”- applicant demonstrates some attempt at meeting a particular RFGA requirement, but that attempt falls below acceptable level, **Score: 6**

“Meets Requirement”- applicant fulfills a particular RFGA requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 8**

“Exceeds Requirement”- applicant fulfills a particular RFGA requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations, **Score: 10**

NOTE: Before submitting an application to ODJFS in response to this RFGA, applicants are strongly encouraged to use the Technical Application Score Sheet (Attachment C.) and the above technical performance scoring information to review their applications for completeness, compliance, and quality.

C. Phase III. Review — Criteria for Considering the Project Budget

The Project Budget will be reviewed by ODJFS. The grand total of each applicant's Project Budget is divided by that applicant's final Technical Application score. This compares the cost with the quality of the Technical Application, which will provide an average cost-per-quality point earned on the Technical Application.

If the Project Budgets of all technically qualifying applicants (as determined by the scoring process described in this section and by the Technical Application Score Sheet, Attachment C. to this RFGA) are in excess of the available funding for this project, ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised Project Budget. Applicants may then submit one last and best offer; request that ODJFS view its original Project Budget as its last and best offer; or may formally

withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, and assuming that one or more have submitted a budget that is within ODJFS' program budget, ODJFS will then consider those applicants' revised Project Budgets which are within the budget according to the cost-point assignment process described in this section. ODJFS reserves the right to negotiate with applicants for adjustments to their applications should ODJFS determine, for any reason, to adjust the scope of the project for which this RFGA is released.

7.2 Final Selection

The ART may recommend for selection as many or as few applicants as budget and successful applications allow. Results from the interview (if appropriate) will be considered if necessary to clarify application information.

SECTION VIII. PROTEST PROCEDURE

8.1 Protests

Any applicant or party objecting to the award of an agreement resulting from the issuance of this RFGA may file a protest of the award of the agreement, or any other matter relating to the process of soliciting the applications. Such a protest must comply with the following guidelines:

- A. A protest may be filed by an applicant or party objecting to the award of an agreement resulting from this RFGA. The protest shall be in writing and shall contain the following information:
 1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFGA being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS OCA, within the following periods:
 1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of applications which are apparent or should be apparent prior to the closing date for receipt of applications shall be filed no later than 3:00 p.m. the closing date for receipt of applications, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFGA.
 2. If the protest relates to the announced intent to award an agreement, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding applicants regarding the ODJFS' intent to make the award. The date on these ODJFS letters to responding applicants is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the Department's procurement system. An untimely protest is one received by ODJFS OCA after the time periods set forth in Item B. of this section.

- D. All protests must be filed at the following location:

Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215

- E. When a timely protest is filed, an award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The applicant(s) who would have been awarded the agreement shall be notified of the receipt of the protest.
- F. ODJFS OCA shall issue written decisions on all timely protests and shall notify any applicant who filed an untimely protest as to whether or not the protest will be considered.

8.2 Caveats

ODJFS is under no obligation to issue an agreement as a result of this solicitation if, in the opinion of ODJFS and the ART, none of the applications are responsive to the objectives and needs of the Department. ODJFS reserves the right not to select any application should ODJFS decide not to proceed. Changes in this RFGA of a material nature will be provided via the agency website. All applicants are responsible for obtaining any such changes without further notice by ODJFS.

Any award resulting from the issuance of this application is subject to the terms and condition as provided in the model grant agreement (Attachment B.).

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. **Required Applicant Information and Certifications *(To be completed & included in the application as specified in Sec. 6.2)***
- B. **ODJFS Model Grant Agreement *(For vendor reference purposes)***
- C. **Technical Proposal Score Sheet *(For vendor self-evaluation purposes...do not submit)***
- D. **Project Budget Form *(To be completed & included in cost proposal packet as specified in Sec. 5.2, C.)***

Thank you for your interest in this project.

Attachment A

Attachment A consists of 2 distinct and different sections. Both sections must be completed and included in Tab 1 of the proposal.

Section I – Required Grantee Information

Section II - Location of Business Form

Attachment A—Section I

REQUIRED GRANTEE INFORMATION and CERTIFICATIONS

Purpose: The Ohio Department of Job and Family Services (ODJFS) requires the following information on applicants who submit proposals or applications in response to any ODJFS Requests for Grant Applications (RFGAs), in order to facilitate the development of the grant with the selected applicant. ODJFS reserves the right to reject your application if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your application. **Failure to provide such required information will result in your application’s immediate disqualification.**

Instructions: Provide the following information regarding the applicant organization submitting the application. Applicants may either print this attachment, complete and sign it, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their applications. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the applicant. Applicants are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODJFS.

IMPORTANT: If the RFGA specified a maximum page limit for applicant proposals, the attachment of any required certifications, other documents, or additional pages needed to fully provide the information requested here will **NOT** be counted against that page limit.

Applicants must provide all information

1. ODJFS RFGA #:	2. Application Due Date:
3. Name: (legal name of the grantee – person or organization – to whom grant payments would be made)	
3a. Grantee’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Grantee Corporate Address:	5. Grantee Remittance Address: (or “same” if same as Item # 4)
6. Print or type information on the grantee representative/contact person <u>authorized to answer questions on the application:</u> Grantee Representative NAME and TITLE: Address: _____ E-Mail Address: _____ Phone #: _____ Fax #: _____	
7. Print or type the name of the grantee representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #6, provide the following information on each such representative and specify their function): Grantee Representative NAME and TITLE: Address: _____ E-Mail Address: _____ Phone #: _____ Fax #: _____	

8. Is this grantee an Ohio certified MBE? Yes No If yes, attach a copy of current certification to proposal/bid. (If ODJFS has specified the RFGA document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification WILL RESULT IN DISQUALIFICATION.)

9. Mandatory Grantee Certifications:

ODJFS may not enter into agreements with/make purchases from any organizations that have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Organizations responding to any ODJFS RFGA opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. Failure to provide proper affirming signature on any of these statements will result in the disqualification of your application.

I _____ (signature of representative shown in Item # 7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.

10. Equal Employment Opportunity Information on the Grantee and any Sub-grantee(s)

A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately:

	Nationwide	Ohio Offices
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

B. If you are the selected vendor, will you subcontract any part of the work?

NO -or- YES, but for less than 50% of the work -or- YES, for 50% or more of the work

If yes, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: _____
Address: _____
Work To Be Performed: _____
(a brief description) _____

Subcontractor's Estimated Percentage of Total Project (in % of work, not % of dollars): _____

If 50% or more of the work will be subcontracted, then ALSO provide the following information on ALL proposed sub-grantees:

	Nationwide	Ohio Offices
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

C. Identify all state grants which the grantee has since the beginning of the last fiscal year (i.e., since July 01, 2012) through this fiscal year to date. Also include grants approved for ODJFS or institutions of higher education:

Total number of grants: _____

For each state grant, list the state agency and provide the following information:

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

Attach additional pages if needed

11. Grantee Ethics Certification

As a grantee receiving grants from the State of Ohio, I certify on behalf of
_____ (name of vendor or grantee):

(1) I have reviewed and understand Ohio ethics and conflict of interests' laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.

(2) I acknowledge that failure to comply with this certification is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

12. I have read the ODJFS Model Grant attached to the RFGA, and if awarded a grant, I will not ___(or) I will ___ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected grantee. All requested changes to model contract language are subject to ODJFS approval.)

13. I _____, (grantee representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of

_____ (grantee's name), and I hereby affirm that the cost(s) bid to **ODJFS for the performance of services and/or provision of goods covered in this application in response to this ODJFS RFGA is a firm fixed price, inclusive of all incidental as well as primary costs.** (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

14. Location of Business Declaration: Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final section of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM, INCLUDING THE "LOCATION OF BUSINESS FORM," WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF AN ODJFS CONTRACT.**

Attachment A —Section II.

Location of Business Form

Pursuant to Governor’s Executive Order 2011-12K (www.governor.ohio.gov), no public funds shall be spent on services provided offshore. This form serves as a certification of compliance with this policy and required disclosures. Please answer the following questions about the project or service you are seeking to perform for or the funding for which you are applying from the Ohio Department of Job and Family Services:

1. Principal location of business of Grantee:

(Address) (City, State, Zip)

Name/Principal location of business of sub-grantee(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Grantee:

(Address) (City, State, Zip)

Name/Location where services will be performed by sub-grantee(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Grantee:

(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by sub-grantee(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Grantee

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by sub-grantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODJFS for this grant or any other agreement will be used to purchase services provided outside the United States or to contract with a sub-grantee(s) who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
GRANT AGREEMENT**

G-1819-00-0000

RECITALS:

This Grant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and the Vendor Name (GRANTEE) is created pursuant to the Grant awarded by ODJFS to GRANTEE. GRANTEE hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement.

- A. ODJFS issued a Request for Grant Application (RFGA) titled, _____, numbered _____, and dated _____, which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Application of GRANTEE, submitted by GRANTEE on [DATE] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application, or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of ODJFS.

ARTICLE I. PURPOSE; GRANT ACTIVITIES

- A. This Agreement [allows GRANTEE to] [will] INSERT PURPOSE. GRANTEE will perform its responsibilities under this Agreement in accordance with the RFGA and the Application. The responsibilities (Grant activities) are summarized as follows:

INSERT SPECIFIC DELIVERABLES

- B. The ODJFS Agreement Manager is ODJFS Agreement Manager Name.
- C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to GRANTEE concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 days after GRANTEE's receipt of the requests or instructions. ODJFS and GRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Grant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. GRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Grant activities and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect from Start Date, or upon issuance of an approved State of Ohio purchase order, whichever is later, through End Date, unless this Agreement is suspended or terminated prior to the expiration date. This Agreement may be renewed through [DATE], upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to GRANTEE if ODJFS decides to renew this Agreement. GRANTEE will not obligate resources in anticipation of a renewal until notice is provided.
- B. It is expressly understood by both ODJFS and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation

not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify GRANTEE when this certification is given.

ARTICLE III. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Grant is **Total Dollar Amt** Dollars (**\$Total**). ODJFS will provide GRANTEE with funds in an amount up to **SFY1 Dollar Amt** Dollars (**\$SFY1**) for State Fiscal Year **2016** and up to **SFY2 Dollar Amt** Dollars (**\$SFY2**) for State Fiscal Year **2017** expressly to perform the Grant activities. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.

[GRANT ADVANCE]

B. Payment:

1. GRANTEE may submit a request for a Grant Advance of **Total Dollar Amt** Dollars (**\$Total**). The Grant Advance will be awarded after appropriate invoicing pursuant to this ARTICLE.
2. The remainder of the Grant will be paid as reimbursement for actual, allowable, expenditures incurred and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached]. The ODJFS Agreement Manager may provide written approval to GRANTEE for requested budget changes that do not exceed the amount listed in this ARTICLE for the Agreement period. Such approval may be made without formally amending this Agreement.
3. GRANTEE must conduct a funds reconciliation of the Grant Advance no later than thirty (30) days from the end of the Agreement period. GRANTEE will return any Grant advance funds that exceed actual expenditures paid by GRANTEE and confirmed by invoices. The ODJFS Agreement Manager will instruct GRANTEE on the manner in which to return the unused funds.

[BUDGET REALLOCATION]

- C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs listed below will require a formal amendment to this Agreement.

[TRAVEL REIMBURSEMENT]

- D. It is further agreed that reimbursement of travel expenditures shall not exceed [**SFY1 Travel Dollar Amount**] Dollars (**\$SFY1 Travel**) for SFY [**SFY1**] and [**SFY2 Travel Dollar Amount**] Dollars (**\$SFY2**) for SFY [**SFY2**], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. GRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Agreement Manager for approval prior to submitting a claim for reimbursement.
- B. Compensation will be made as reimbursement for actual expenditures incurred [**per Deliverable**] [**hourly**] and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached].
- C. GRANTEE will submit detailed invoices on a **monthly/ quarterly/ one-time** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. GRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. GRANTEE's name, complete address, and federal tax identification number;
 2. Agreement number and dates;
 3. Purchase order number;

4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; and
 5. Description of Deliverables performed during the billing period;
 6. Receipt or other proof of cost; and
 7. Other documentation requested by the ODJFS Agreement Manager.
- D.** GRANTEE expressly understands that ODJFS will not compensate GRANTEE for any work performed prior to GRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- E.** GRANTEE expressly understands that ODJFS does not have the ability to compensate GRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. GRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F.** GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A.** This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B.** Upon 30 calendar days written notice to the other party, either party may terminate this Agreement. Upon written notice to GRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C.** Notwithstanding the provisions of Sections A or B, above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
 2. ODJFS discovers any illegal conduct by GRANTEE; or
 3. GRANTEE has violated any provision of ARTICLE VIII.
- Suspension or termination under this provision shall not entitle GRANTEE to any rights or remedies described in Section E of this ARTICLE.
- D.** GRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Grant activities;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Grant activities;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities;

4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant; and
 5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by GRANTEE.
- F. Upon GRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

- A. ODJFS and GRANTEE agree that communication regarding Grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from GRANTEE that concern changes to GRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to GRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of the this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of Activities relative to this Agreement:

- A. [PUBLIC UNIVERSITY] ODJFS agrees that any documents, reports, data, photographs (including negatives), electronic reports and records, and other media produced under this Agreement or with funds provided by this Subgrant will become the property of GRANTEE, which will have the unrestricted right to reproduce, distribute, modify, maintain and use in any way it deems appropriate. However, ODJFS is hereby granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, modify, distribute, or otherwise use, and to authorize others to use for state or federal purposes:
1. The copyright in any work developed in whole or part with funds provided pursuant to this Subgrant; and
 2. Any rights of copyright GRANTEE purchases in whole or part with funds provided pursuant to this Subgrant.

GRANTEE also agrees that all materials and items produced under this Agreement will be made freely available to the general public unless ODJFS determines that, pursuant to federal and state laws, such materials are confidential.

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.
- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after GRANTEE receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3 year period if the action is resolved prior to the end of the 3 year period. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant will be retained by GRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant is [INSERT RECORDS SCHEDULE], [STATE SCHEDULE NUMBER AND TIME PERIOD]. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. GRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If GRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANTEE

further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of ODJFS. GRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least ten days prior to the desired effective date. GRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Grant amount specified in ARTICLE III of this Agreement.

ARTICLE VIII. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Grant and by executing this Agreement, GRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. GRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Federal Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** GRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Grant activities.
 3. **Unfair Labor Practices.** GRANTEE affirms that neither GRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify GRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** GRANTEE affirms that neither GRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the

appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

- B. If at any time GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to GRANTEE. GRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time GRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Americans with Disabilities.** GRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Fair Labor Standards and Employment Practices.**
 - a. GRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Agreement, GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. GRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. GRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.
 3. **Ethics and Conflicts of Interests Laws.**
 - a. GRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. GRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
 - b. GRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. GRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. GRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - d. GRANTEE agrees that GRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in

any Grant activities until ODJFS determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

- a. GRANTEE affirms that no federal funds paid to GRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

5. **Child Support Enforcement.** GRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that GRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

6. **Pro-Child Act.** If any Grant activities call for services to minors, GRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

8. **Work Programs.** GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. GRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

[PUBLIC UNIVERSITY] SUBGRANTEE, a public university, certifies that by executing this Agreement, it has reviewed and understands ODJFS' obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Agreement outside of the United States. [DELETE a, b, c, d]

- a. GRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, GRANTEE must disclose:

- (1) The location(s) where all services will be performed by GRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for GRANTEE and all subcontractors.
- c. GRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by GRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
 - d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that GRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and GRANTEE shall immediately return to ODJFS all funds paid for those services.

In addition, if GRANTEE or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to GRANTEE. If ODJFS terminates the Agreement, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. **Civil Rights Assurance.** The GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
12. **Certification of Compliance.** GRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** To the extent allowable by law, GRANTEE agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Grant activities. GRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- B. **[PUBLIC ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to GRANTEE under

ARTICLE III or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.

- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, GRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by GRANTEE. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. GRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance is furnished by ODJFS at GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation.
- C. [PUBLIC ENTITY] **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** GRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Counterpart Language.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

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DRAFT MODEL

ATTACHMENT C
RFGA: JFSR1819178145R
Technical Application Score Sheet

PHASE I: Initial Qualifying Criteria

Applicant Name: _____

The application must meet all of the following Phase I application acceptance criteria in order to be considered for further evaluation. Any application receiving a “no” response to any of the following qualifying criteria **shall be disqualified from consideration.**

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFP Section Reference	YES	NO
1	Was the application received by the deadline as specified in the RFGA?	2.1 / 6.1		
2	Does the applicant’s submission include all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachment A to the RFGA?	Attachment A		
3	Included in those certifications, the applicant states that it is not excluded from entering into an agreement with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	Attachment A		
4	ODJFS’ review of the Auditor of State website verifies that the applicant is not excluded from entering into an agreement with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	Attachment A		
5	Is applicant a public charitable institution, or a private charitable institution recognizing tax-exempt status under the IRC, or automatically tax exempt as “organized or operated exclusively for religious purposes” under the IRC; that provided proof of 501 (c) (3) status?	3.1. A.		
6	Does the applicant show they are not a penal institution?	3.1, B.		
7	Does the applicant state they are a food bank or food pantry?	3.1, C.		
8	Did the applicant state they are a food bank or food pantry that is NOT affiliated with the Ohio Association of Foodbanks (OAF)? The applicant must provide assurance that they are not affiliated with OAF in any way.	3.1, D.		
9	If the applicant has an agreement with the State of Ohio or an agreement with another agency that has an agreement with the State of Ohio, has the applicant shown proof that they are an existing and operating food bank or food pantry that has been in existence for at least three (3) years?	3.1, E.		
10	If the applicant is not currently affiliated with a foodbank that has an agreement with State of Ohio, has the applicant shown proof that they are an existing and operating food bank or food pantry that has been in existence for two (2) years?	3.1, F.		
11	Has the applicant provided proof that they currently provide food assistance to needy persons and that they have experience in collecting income and/or program eligibility information?	3.1, G.		
12	Has the applicant assigned a food distribution manager who will oversee the storage and distribution of food and who has completed food safety training within the last five (5) years?	3.1, H.		
13	Has the applicant provided proof that they have adequate space and are able to keep food safe from spoilage, rodents and insects?	3.1, I.		
14	Has the applicant agreed to ensure that persons served with these grant funds meet the following TANF requirements? 1. Income is at or below 200% Federal Poverty Level; and 2. Parent of a minor child age 17 or younger, or 18 and in high school; or 3. Non-custodial Parent; or 4. Pregnant.	3.1, J.		

PHASE II: Criteria for Scoring of Technical Application

Qualifying Technical Applications will be collectively scored by an Application Review Team (ART) appointed by ODJFS, Office of Family Assistance. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the Technical Application exceeds, meets, partially meets or does not meet the requirements expressed in the RFGA, and assign the appropriate point value, as follows:

0	6	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirements

A Technical Application’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The ART will collectively score each individual qualifying application. Technical Applications which do not meet or exceed a total score of at least **357** points (a score which represents that it “meets” all the evaluation criteria {minus 5% for margin of error}) out of a maximum of **468** points, will be disqualified from further consideration, and its Project Budget will

neither be reviewed nor considered. Only those applicants whose Technical Applications meet or exceed the minimum required technical points will advance to PHASE III of the Technical Application Score Sheet.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
APPLICANT EXPERIENCE AND QUALIFICATIONS							
APPLICANT EXPERIENCE & CAPABILITIES							
1	The applicant has provided a detailed description of the qualifications and history of the applicant, as well as any relevant and current accreditations, standards and/or certifications that the applicant possesses.	3.2, A.	2				
2	The applicant has provided a narrative that defines how the applicant's organizational structure supports a project of this size and scope.	3.2, B.	1				
3	The applicant has described the size of its organization and the demand for food distribution services in the community.	3.2, C.	2				
4	The applicant has provided proof that they can keep the food secure so that it is only given out to eligible applicants.	3.2, D.	2				
5	The applicant has provided proof that they are open to the community and have accessible hours for distribution.	3.2, E.	2				
STAFF EXPERIENCE & CAPABILITIES							
6	The applicant has provided an organizational chart of key staff, including all subgrantees and community partners, volunteers, their relevant work experience, and the duties they will perform in this project.	3.3, A.	1				
7	The applicant has identified, by position and by name, those staff they consider key to the project's success.	3.3, B.	1				
8	The applicant has demonstrated at least one (1) key staff member that has at least three (3) years of experience in food storage and distribution in the last five (5) years.	3.3, C.	1				
9	The applicant has identified a food storage and distribution staff member who is in a lead position.	3.3, D.	1				
SCOPE OF WORK/PROPOSED WORK PLAN							
10	The applicant has identified food insecurity issues within their community and the reason they are applying for the funding.	4.1, A.	3				
11	The applicant has outlined how they plan to improve the food insecurity issues affecting their community by the use of the funds.	4.1, B.	3				
12	The applicant has described how they will coordinating and implementing their plan that will result in the applicant's completion a comprehensive assessment.	4.1, C.	1				
13	The applicant has provided a description of how the applicant will collect, determine and ensure eligibility requirements are met.	4.1, D.	3				
14	The applicant has described how many people are served in its food bank or food pantry monthly or yearly.	4.1, E.	3				
15	The applicant has identified all sources of food or funds used to purchase food that is distributed by their organization.	4.1, F.	2				
16	The applicant has identified the service area that it serves along with the hours of availability.	4.1, G.	2				
17	The applicant has submitted an estimate of the minimum number of individuals they will serve in SFY 2019.	4.2	2				
18	The applicant has stated the key objectives of the proposed project, discussed how the objectives for the proposed project are appropriate for meeting the needs of the specified community population, and discuss how those needs were determined, and identify issues within their community that resulted in applying for this funding. Discuss how the proposed project objectives are aligned with the stated ODJFS program goals and outline how they plan to improve the issues affecting their community with this funding.	4.3, A.	2				
19	The applicant has provided a technical approach and work plan to be implemented. This includes a proposed timeline for the project; A detailed description of the applicant's food distribution process, including how food is received, stored, and distributed.	4.3, B.	3				
20	The applicant has provided a detailed description of how the applicant will be able to continue improvement after the grant period.	4.3, C.	1				
21	The applicant has provided a description of how the success or effectiveness of the project will be measured and assessed. Include any metrics or other population characteristics that could be used to evaluate how/to what degree project objectives are being met and/or to determine the project's effectiveness.	4.3, D.	2				

22	The applicant has described the equipment the applicant intends to purchase, which is limited to \$4,999 or less per unit cost, as well as how the applicant will ensure that the total amount of equipment does not exceed twenty (20) percent of the funds requested.	4.3, E.	3				
23	The applicant has included a detailed description of the project goals and outcomes to be achieved; a detailed methodology for measuring progress; benchmarks that provide an indication of standards to be achieved; a methodology for tracking progress achievements and/or shortfalls and a methodology for analyzing and correcting project errors.	4.4	3				
24	The applicant has submitted an application which complies with the specified submission format.	6.2	1				
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

Based upon the Grand Total Technical Score earned, does the application proceed to the Phase III evaluation of its Project Budget? (Applicant's Grand Total Technical Score must be at least 357 points.)

Yes _____

No _____

(If "No," applicant's Project Budget will not be opened.)

PHASE III: Criteria for Considering the Proposed Budget

PHASE III. — Program Budget Evaluation		Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	
1	The applicant has submitted a fully completed Program Budget for their proposed program.	1					
2	The applicant has submitted a budget narrative that describes the costs and provides any necessary calculations for each budget line item and if indirect costs have been included, the applicant has provided a copy of their current approved indirect cost plan.	1					
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
PHASE III. TOTAL SCORE: [20 max. allowable points]							
		APPLICANT'S GRAND TOTAL SCORE [Phase II + Phase III. pts.]:					

ATTACHMENT D PROJECT BUDGET FORM

Unaffiliated Food Banks Grant

Program Budget
July 2018 through June 2019

Program Budget Items	Totals
Personnel/Salary/Wages	\$
Fringe Benefits	\$
Staff Mileage/Other Travel	\$
Supplies	\$
Equipment (Identify in Narrative Portion, See Section 1.6)	\$
Maintenance	\$
Contracted Services	\$
Transportation/Deliveries	\$
Staff and Volunteer Training	\$
Food for Distribution	\$
Other: (Specify here add lines as needed)	\$
Other: (Specify here)	\$
Total Program Costs:	\$
Indirect Costs (shall not exceed 10% total modified direct costs unless approved indirect cost rate attached:	\$
TOTAL:	\$

Budget Narrative

Please describe the costs and provide any necessary calculations for each budget line item. If indirect costs are included, the organization must provide a copy of their current federally approved indirect cost plan. Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to 2CFR Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de Minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.